

OFFICIAL RECORD

Requested By:

DC/COUNTY MANAGER

Assessor's Parcel Number: N/A

Date: OCTOBER 7, 2011

Recording Requested By:

Douglas County - NV
Karen Ellison - Recorder

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BK-1011 PG-1362 RPTT: 0.00



Name: DEBBIE BEAM, COUNTY MANAGER'S OFFICE

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A

CONTRACT #2011.239

(Title of Document)

**CONTRACT FOR PROFESSIONAL SERVICES
BETWEEN
DOUGLAS COUNTY, NEVADA
AND
LEGACY LAND AND WATER, LLC
1590 FOURTH STREET SUITE 203
MINDEN, NV 89423**

2011.237
2011 OCT -7 AM 10:52
TELEPHONE
SLIP
[Signature]

WHEREAS, Douglas County, a political subdivision of the State of Nevada, from time to time requires the services of independent contractors; and

WHEREAS, Douglas County, wants to continue to develop comprehensive federal legislation that would help preserve the historic, cultural and natural resources of the County; and

WHEREAS it is deemed that the continued professional services of Legacy Land and Water, LLC, as a Contractor herein specified are both necessary and desirable and in the best interests of Douglas County; and

WHEREAS, Contractor represents that they are duly qualified, equipped, staffed, ready, willing and able to perform and render the services hereinafter described;

NOW, THEREFORE, in consideration of the agreements herein made, the parties mutually agree as follows:

1. EFFECTIVE DATE OF CONTRACT. This contract shall become effective October 6, 2011. The execution of this contract supersedes and terminates all other contracts with Legacy Land and Water, LLC, and Jacques and Dominique Etchegoyhen, including the contract executed with Terra Firma LLC, on April 2, 2009. If this contract is extended, all terms of this contract remain in place.

2. SERVICES TO BE PERFORMED. The Contractor will continue to facilitate the development of comprehensive federal legislation that would enable the preservation of historic ranching, riparian lands, open space, and natural resources in Douglas County, as detailed in Attachment A, Scope of Work.

3. PAYMENT FOR SERVICES.

A. Contractor agrees to perform the work set forth in paragraph two at the rate of \$10,750 per month through completion of the local process and approval by the Board of County Commissioners (Phase One). It is anticipated that the local process should be completed no later than February 6, 2012. In the event the local process is not completed by that date, the County Manager is authorized to extend funding for no more than two additional months.

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B. After the local process is completed, Contractor will continue to work on Phase Two of this project until the project is placed in a federal conservation bill that becomes public law. For that work, Contractor will be paid \$190 per hour, in an amount not to exceed \$4000 in any one month.

C. This contract does not provide for any additional compensation above and beyond what is stated in sections A and B as set forth above. Contractor is solely responsible for providing all materials, supplies, travel costs, insurance and any other costs necessary to carry out the provisions of this contract. This contract will be billed monthly and Contractor shall submit requests for payment for services performed under this agreement no later than ten (10) days after the end of a month, and will be specific to each major task completed during the preceding month.

4. INDEPENDENT CONTRACTOR STATUS. The parties agree that Contractor shall have the status of an independent contractor and that this contract, by explicit agreement of the parties, incorporates and applies the provisions of NRS 284.173, as necessarily adapted, to the parties, including that Contractor is not a County employee and that there shall be no:

- (1) Withholding of income taxes by the County;
- (2) Industrial insurance coverage provided by the County;
- (3) Participation in group insurance plans which may be available to Employees of the County;
- (4) Participation or contributions by either the independent contractor or the County to the public employees' retirement system;
- (5) Accumulation of vacation leave or sick leave;
- (6) Unemployment compensation coverage provided by the County if the requirements of NRS 612.085 for Independent contractors are met.

5. INDUSTRIAL INSURANCE.

A. Unless the Contractor complies with ¶B below, Contractor further agrees, as a precondition to the performance of any work under this contract and as a precondition to any obligation of the County to make any payment under this contract, to provide the County with a work certificate and/or a certificate issued by a qualified insurer in accordance with NRS Chapter 616B. Contractor also agrees, prior to commencing any work under the contract, to complete and to provide the following written request to the insurer:

LEGACY LAND AND WATER, LLC, has entered into a contract with Douglas County to perform work from October 6, 2011, to January 3, 2013 and requests that the authorized insurer provide to Douglas County: 1) a certificate of coverage issued pursuant to NRS 616B; and, 2) notice of any lapse in coverage or nonpayment of coverage that the contractor is required to maintain. The certificate and notice should be mailed to: Douglas County Manager; Post Office Box 218; Minden, Nevada 89423.

Contractor agrees to maintain required workers compensation coverage throughout the entire term on the contract. If Contractor does not maintain

coverage throughout the entire term on the contract, Contractor agrees that the County may, at any time the coverage is not maintained by Contractor, order the Contractor to stop work, suspend the contract, or terminate the contract. For each six-month period this contract is in effect, Contractor agrees, prior to the expiration of the six-month period, to provide another written request to the insurer for the provision of a certificate and notice of lapse in or nonpayment of coverage. If Contractor does not make the request or does not provide the certificate before the expiration of the six-month period, Contractor agrees that County may order the Contractor to stop work, suspend the contract, or terminate the contract.

B. Contractor may, in lieu of furnishing a certificate of an insurer, provide an affidavit indicating that he is a sole proprietor and that:

1. In accordance with the provisions of NRS 616B.659, has not elected to be included within the terms, conditions and provisions of Chapters 616A to 616D, inclusive, of NRS; and
2. Is otherwise in compliance with those terms, conditions and provisions.

6. TERMINATION OF CONTRACT. This contract may be revoked without cause by either party, provided that a revocation shall not be effective until five days after a party has served written notice upon the other party. Contractor will be paid for all work that has been performed up to the date of notice of termination.

7. NONAPPROPRIATION. All payments under this contract are contingent upon the availability to the County of the necessary funds. In accordance with NRS 354.626, and any other applicable provision of law, the financial obligations under this contract between the parties shall not exceed those monies appropriated and approved by the County for this contract for the then current fiscal year under the Local Government Budget Act. This contract shall terminate and the County's obligations under it shall be extinguished if the County fails to appropriate monies.

Nothing in this contract shall be construed to provide Contractor with a right of payment over any other entity. Any funds obligated by the County under this contract that are not paid to Contractor shall automatically revert to the County's discretionary control upon the completion, termination, or cancellation of the agreement. The County shall not have any obligation to re-award or to provide, in any manner, the unexpended funds to Contractor. Contractor shall have no claim of any sort to the unexpended funds.

8. CONSTRUCTION OF CONTRACT. This contract shall be construed and interpreted according to the laws of the State of Nevada. Any dispute regarding this contract shall be resolved by binding arbitration, with an arbiter to be selected from a list maintained by the Nevada Supreme Court of senior district court judges, with both parties to share the senior judge fees and any other related court fees. Each party is responsible for their own attorney fees. There shall be no presumption for or against the drafter in interpreting or enforcing this contract.

9. COMPLIANCE WITH APPLICABLE LAWS. Contractor shall fully and completely comply with all applicable local state and federal laws, regulations, orders, or requirements of any sort in carrying out the obligations of this contract, including, but not limited to, all federal, state, and local accounting procedures and requirements and all immigration and naturalization laws.

10. ASSIGNMENT. Contractor shall not assign, transfer nor delegate any rights, obligations or duties under this contract.

11. COUNTY INSPECTION. The books, records, documents and accounting procedures and practices of Contractor related to this contract shall be subject to inspection, examination and audit by the County, including, but not limited to, the contracting agency, the County Manager, the District Attorney, and, if applicable, the Comptroller General of the United States, or any authorized representative of those entities.

12. DISPOSITION OF CONTRACT MATERIALS. Any books, reports, studies, photographs, negatives or other documents, data, drawings or other materials supplied to Contractor in the performance of its obligations under this contract shall be the exclusive property of the County and all such materials shall be remitted and delivered, at Contractor's expense, by Contractor to the County upon completion, termination or cancellation of this contract. Contractor shall not use, willingly allow or cause to have such materials used for any purpose other than the performance of Contractor's obligations under this contract without the prior written consent of the County.

13. PUBLIC RECORDS LAW. Contractor expressly agrees that all documents ever submitted, filed, or deposited with the County by Contractor (including those remitted to the County by Contractor pursuant to ¶ 13), unless designated as confidential by a specific statute of the State of Nevada, shall be treated as public records pursuant to NRS 239 and shall be available for inspection and copying by any person, as defined in NRS 0.039, or any governmental entity. Contractor expressly and indefinitely waives all of its rights to bring, including but not limited to, by way of complaint, interpleader, intervention, or any third party practice, any claims, demands, suits, actions, judgments, or executions, for damages or any other relief, in any administrative or judicial forum, against the County or any of its officers or employees, in either their official or individual capacity, for violations of or infringement of the copyright laws of the United States or of any other nation.

14. INDEMNIFICATION. Contractor agrees to indemnify and save and hold the County, its officers, agents and employees harmless from any and all claims, causes of action or liability arising from the performance of this contract by Contractor or Contractor's agents or employees.

15. MODIFICATION OF CONTRACT. This contract constitutes the entire contract between the parties and may only be modified by a written amendment signed by the parties and approved by the Board of County Commissioners.

IN WITNESS WHEREOF, the parties hereto have caused this contract for Professional Land Conservation Consulting services to be signed and intend to be legally bound thereby.

Jacques Etchegoyhen 9/28/11
Jacques Etchegoyhen (Date)
LEGACY LAND AND WATER, LLC
Principal

Dominique M. Etchegoyhen 9/28/11
Dominique M. Etchegoyhen (Date)
LEGACY LAND AND WATER, LLC
Principal

Michael A. Olson Oct. 6, 2011
Michael Olson, Chairman (Date)
Board of County Commissioners

Attest:

Ted Thran Oct. 6, 2011
Ted Thran, Douglas County Clerk (Date)

BY: Yvonne Budack
CLERK TO THE BOARD

Attachment A

Scope of Work

A. Planning and Preparation

- A1. Continue to meet and strategize with Douglas County, the Conservation Bill Team, and Douglas County's lobbyist as may be required for planning purposes.
- A2. Assess previous and pending federal legislation that may prove valuable to Douglas County's conservation bill effort.
- A3. Review and incorporate goals from Douglas County's Open Space Plan and Master Plan into the conservation bill effort.
- A4. Produce and update draft conservation bill language and summaries as required for planning purposes, proposals to the Nevada Congressional Delegation, stakeholders, and the public.
- A5. Develop and maintain media relations. As appropriate, provide media contacts with updates and press releases regarding the conservation bill process.

B. Federal Agency Participation

- B1. Maintain an updated contact list of federal agency participants.
- B2. Schedule follow-up meetings and communications with each of the federal agencies, as required:
- B3. Develop meeting agendas and talking points.
- B4. Draft report summaries for Douglas County of the federal agency discussions, comments, and concerns.
- B5. Amend GIS maps as required based on federal agency input.
- B6. Report to the Nevada Congressional Delegation regarding federal agency discussions, as required.

C. Stakeholder Participation

- C1. Maintain an updated contact list of stakeholders.
- C2. Schedule follow-up meetings and communications with each of the stakeholder groups, as required.
- C2. Develop meeting agendas and talking points.

C3. Draft report summaries of stakeholder ideas, concerns, and comments.

C4. Amend GIS maps as required based on stakeholder input.

C4. Report to the Nevada Congressional Delegation regarding stakeholder discussions, as required.

D. Community Engagement

D1. Meet with the Conservation Bill Team as required for planning purposes to determine appropriate number of community meetings and follow-up meetings.

D2. Establish a schedule for community meetings.

D3. Reserve community meeting space.

D4. Develop appropriate meeting format. Prepare presentations, visual aids, and public comment forms.

D5. Develop and update GIS public presentation maps.

D6. Develop and implement a media plan to notice the public about the community meetings schedule and process.

D7. Conduct approximately five community meetings, currently envisioned as being held at or near the following locations:

- North County
- South County
- The Town of Genoa
- The Town of Minden
- Lake Tahoe Township

D8. Structure the public meetings in an open house format, including a brief oral presentation, PowerPoint presentation, mapping, and written summary of goals and objectives. Prepare separate maps specific to each of the community areas. Provide members of the public an opportunity to ask questions and discuss issues with members of the Conservation Bill Team. Prepare comment forms and encourage members of the public to provide their input in writing.

D9. Develop summaries of the public meetings and comments.

D10. Update GIS maps based on public comment.

D11. Update conservation bill language based on public comment.

D12. Report to the Nevada Congressional Delegation, as required.

E. Public Hearings

E1. A minimum of two public hearings are anticipated before the Board of County Commissioners. At least one meeting will be held in the Valley, and at least one meeting will be held at the Lake.

E2. Presentation to the Board of County Commissioners, summarizing the proposed legislation, process to date, and any outstanding issues.

E3. Douglas County staff will be available to support the recommendation to the board.

E4. Public comment will be taken at each meeting.

E5. Maps and Conservation Bill language will be modified based on Board action.

E6. Report to the Nevada Congressional Delegation, as required.

F. Cooperation with Douglas County's Lobbyist

F1. Ongoing and regular communications and planning with Douglas County's lobbyist regarding conservation bill efforts.

F2. Ongoing and regular communications and planning with Douglas County's lobbyist regarding other potential federal funding opportunities.

G. Nevada Congressional Delegation

G1. Ongoing and regular communications with the Nevada Congressional Delegation.

G2. Schedule, plan, and facilitate County tours with the Nevada Congressional Delegation and/or staff.

G3. Prepare and deliver GIS maps, as required.

G4. Draft and update Douglas County's legislative proposal, as required.

CERTIFIED COPY

The document to which this certificate is attached is a full, true and correct copy of the original on file and on record in my office.

DATE: Oct 7 2011
Clerk of the 9th Judicial District Court
of the State of Nevada, in and for the County of Douglas.

By [Signature] Deputy